



STATE OF TENNESSEE  
***DEPARTMENT OF  
FINANCE AND ADMINISTRATION***

REQUEST FOR PROPOSALS  
FOR  
**INFORMATION TECHNOLOGY  
PROFESSIONAL SERVICES**

**RFP NUMBER: 317.03-127**

**October 25, 2005**

## **CONTENTS**

### **SECTION**

- 1 INTRODUCTION**
- 2 RFP SCHEDULE OF EVENTS**
- 3 PROPOSAL REQUIREMENTS**
- 4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION**
- 5 PROPOSAL EVALUATION & CONTRACT AWARD**

### **RFP ATTACHMENTS:**

- 6.1 *Pro Forma* Contract**

### **CONTRACT ATTACHMENTS:**

- A Job Classifications**
- B Draft Statement of Work (SOW)**
- C Draft ITPRO Candidate Reference Check Form**
- D Draft Memorandum of Understanding (MOU)**
- E Multitrak Resource Action Request (RAR) Form**
- F Acceptable Use Policy/User Agreement Acknowledgement**
- G ITPRO.OL Technical Requirements**
- H Placeholder for Tennessee Information Resources Architecture**

### **RFP ATTACHMENTS, continued:**

- 6.2 Proposal Transmittal/Statement Of Certifications & Assurances**
- 6.3 Technical Proposal & Evaluation Guide**
- 6.4 Cost Proposal & Scoring Guide**
- 6.5 Proposal Score Summary Matrix**
- 6.6 Reference Information Questionnaire**

## **1 INTRODUCTION**

### **1.1 Statement of Purpose**

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the State as contractors and sub-contractors.

The State, which has an ongoing need for Information Technology (IT) professionals in a variety of job classifications, intends to secure a contract for Information Technology Professional (ITPRO) Services.

The dynamic nature of this staffing need requires a flexible means of rapidly obtaining qualified personnel. The State plans to meet this need by awarding source-of-supply contracts to three (3) vendors. Once these contracts are in place, State agencies will use a structured, competitive process to obtain personnel, and the awarded vendors will compete on each Statement of Work (SOW) issued.

The evaluation process for this RFP will take into account both Technical- and Cost-related responses. In response to the Cost portion, the Proposer will price systems professionals in various job classifications, with the appropriate skill sets and levels of experience. The job classifications will be priced separately and recorded on a provided response form. These costs will be the maximum hourly unit rate the Proposer is allowed to charge for an individual in that job classification. For each project or task, vendors will compete by proposing their "best offer" unit rates, which must be less than or equal to the maximum hourly Service Rates proposed in response to this RFP.

A description of the services to be provided by these personnel, the method of requesting and selecting personnel, as well as other provisions defining the working relationship, are described in this RFP and the attached *pro forma* contract "Scope of Services." In some cases, travel may be required in relation to the provision of services described in the RFP; the State will reimburse the Contractor for such travel expenses in accordance with the stipulations of *pro forma* Contract Section C.4.

Provided that the State receives a sufficient number of responsive proposals, three (3) Proposers will receive awards pursuant to this RFP. The State will award a Contract to the three responsive Proposers receiving the highest composite scores from the Technical and Cost Evaluations (see RFP Section 5.2.3). This will be a shared award.

The vendor shall provide the services required by this RFP within the context of the technical environment described by the Tennessee Information Resources Architecture ("Technical Architecture"). The vendor may request a copy of the Technical Architecture by submitting a written request to the RFP coordinator listed in RFP Section 1.5.1.1. When a contract is executed pursuant to this RFP, the Technical Architecture will be included as a Contract Attachment.

### **1.2 Scope of Service, Contract Period, and Required Terms and Conditions**

The RFP Attachment 6.1, *pro forma* Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the proposer selected by the State MUST agree to and sign.

### **1.3 Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Buddy Lea, Director of Resource Development and Support  
12<sup>th</sup> Floor, William R. Snodgrass Tennessee Tower  
312 8<sup>th</sup> Avenue North  
Nashville, TN 37243  
Tele: (615) 741-6049

### **1.4 Assistance to Proposers With a Disability**

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

### **1.5 RFP Communications**

#### **1.5.1 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.**

##### **1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the State of Tennessee's only official point of contact for this RFP.**

Mitzi R. Hale, RFP Coordinator  
Department of Finance and Administration  
17<sup>th</sup> Floor, William R. Snodgrass Tennessee Tower  
312 8<sup>th</sup> Avenue North  
Nashville, TN 37243-1510  
Tele: (615) 741-3735  
Fax: (615) 532-0471

##### **1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.**

#### **1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:**

RFP- # 317.03-127

- 1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.
- 1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.
- 1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.
- 1.5.8 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.
- 1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).
- Most important documents will be posted on the following website:  
<http://state.tn.us/finance/oir/pcm/rfps.html>
- 1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

## **1.6 Notice of Intent to Propose**

Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number, and facsimile number of the contact person
- email address of the contact person

**NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).**

## **1.7 Proposal Deadline**

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

## 1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon overall attendance and space limitations. The conference will be held at:

Department of Finance and Administration  
William Snodgrass Tennessee Tower  
Multi-Media Room, 3<sup>rd</sup> Floor  
312 8<sup>th</sup> Avenue North  
Nashville, TN 37243-1510

## 2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

<b>RFP SCHEDULE OF EVENTS</b>		
<b>NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.</b>		
<b>EVENT</b>	<b>TIME</b>	<b>DATE</b> ( <u>all</u> dates are state business days)
1. State Issues RFP		October 25, 2005
2. Disability Accommodation Request Deadline		November 1, 2005
3. Pre-proposal Conference	1:00 p.m.	November 3, 2005
4. Notice of Intent to Propose Deadline		November 7, 2005
5. Written Comments Deadline		November 10, 2005
6. State Responds to Written Comments		November 18, 2005
7. Proposal Deadline	2:00 p.m.	November 30, 2005
8. State Completes Technical Proposal Evaluations		December 13, 2005
9. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	December 14, 2005
10. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	December 16, 2005
11. Contract Signing		January 3, 2006
12. Contract Signature Deadline		January 10, 2006
13. Contract Start Date		January 16, 2006

### 3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

#### 3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit one (1) original and four (4) copies and one (1) CD containing a copy in “.pdf” format of the Technical Proposal to the State in a sealed package that is clearly marked:

**“Technical Proposal in Response to RFP- 317.03-127 -- Do Not Open”**

NOTE: The CD copy must be identical to the hardcopies submitted; however, it is for electronic search purposes only and is not the official copy.

3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

**“Cost Proposal in Response to RFP- 317.03-127 -- Do Not Open”**

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

**“Contains Separately Sealed Technical and Cost Proposals for RFP- 317.03-127**

3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Department of Finance and Administration  
Office of Procurement and Contract Management  
ATTN: Mitzi R. Hale  
17<sup>th</sup> Floor, William Snodgrass Tennessee Tower  
312 8<sup>th</sup> Avenue North  
Nashville, TN 37243-1510

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

#### 3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

**NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.**

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must



be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversized exhibits are permissible). All proposal pages must be numbered.

- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.
- 3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

### **3.3 Cost Proposal**

- 3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Evaluation Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.
- 3.3.5 The Proposer must sign and date the Cost Proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

## **4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION**

### **4.1 Proposer Required Review and Waiver of Objections**

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

### **4.2 RFP Amendment and Cancellation**

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

### **4.3 Proposal Prohibitions and Right of Rejection**

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any

other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

4.3.9 The State shall not contract with or consider a proposal from:

4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;

4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.

4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

#### **4.4 Incorrect Proposal Information**

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

#### **4.5 Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

**NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.**

#### **4.6 Assignment and Subcontracting**

4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.

- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.
- 4.7 Right to Refuse Personnel**
- At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.
- 4.8 Insurance**
- The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.
- 4.9 Licensure**
- Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.
- 4.10 Service Location and Work Space**
- The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *pro forma* Contract. Work space on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours.
- 4.11 Proposal Withdrawal**
- A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.
- 4.12 Proposal Errors and Amendments**
- Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.
- 4.13 Proposal Preparation Costs**
- The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.
- 4.14 Disclosure of Proposal Contents**

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

#### **4.15 Contractor Registration**

All service contractors with state of Tennessee contracts must be registered through the Department of Finance and Administration's Service Provider Registry prior to contract approval. However, registration with the state is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL for more information about the Service Provider Registry and to register "on-line."

[www.state.tn.us/finance/rds/ocr/sprs.html](http://www.state.tn.us/finance/rds/ocr/sprs.html)

#### **4.16 Contract Approval**

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

#### **4.17 Contract Payments**

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *pro forma* Contract, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

#### **4.18 Contractor Performance**

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

#### **4.19 Contract Amendment**

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such

agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

#### **4.20 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## **5 PROPOSAL EVALUATION & CONTRACT AWARD**

### **5.1 Evaluation Categories and Maximum Points**

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

<b>CATEGORY</b>	<b>MAXIMUM POINTS POSSIBLE</b>
Qualifications and Experience	35
Technical Approach	25
Cost Proposal	40

### **5.2 Evaluation Process**

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
  - 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.
  - 5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.
  - 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
  - 5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Evaluation Guide to calculate and document the Cost Proposal scores.
- 5.2.3 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

### **5.3 Contract Award Process**

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent

information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

- 5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

**NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.**

- 5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State, which shall be substantially the same as the RFP Attachment 6.1, *Pro forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

- 5.3.6 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.



**PRO FORMA CONTRACT**

The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
AND  
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the “State” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of Information Technology Professional Services, as further defined in the “SCOPE OF SERVICES.”

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor’s address is:

[ADDRESS]

The Contractor’s place of incorporation or organization is [STATE OF ORGANIZATION].

**A. SCOPE OF SERVICES:**

- A.1. The Contractor is to provide the State with Information Technology Professional (ITPRO) services as set forth in this Scope of Services and the State's Request for Proposal number 317.03-127 (hereinafter referred to as the "RFP"), issued on October 25, 2005, which is incorporated herein and made a part of this Contract.
- A.2. Under the terms of this Contract and at the State's request, the Contractor will provide to the State the services of the classifications of personnel listed in Contract Section C.3, below (collectively, "personnel"). These Job Classifications are further defined, with regard to minimum qualifications, in Contract Attachment A. In many cases, the Job Classification descriptions will indicate the technical expertise that will be expected of contractor personnel. However, to fit the needs of a particular project, the State may modify the technical expertise requirements of any Job Classification to include other technologies listed in the State Technical Architecture (See Contract Attachment H). Note that the State reserves the right to amend this architecture throughout the term of the Contract.
- A.3. The specific roles and responsibilities of Contractor personnel shall be as defined in the Contract, RFP, and future Statements of Work (SOWs); provided, however, that the State reserves the right to amend these roles and responsibilities, as needed, to others within the required ITPRO skill sets, if this is deemed to be in the best interest of the State. Provided that such amendment falls within the scope, intent, and purpose of the original SOW.
- A.4. In most cases, Contractor personnel shall be based and shall perform their work at State-operated, maintained, and managed facilities. The State reserves the right to request on-site or off-site work, whichever is deemed to be in the best interest of the project. State project coordinators shall make task assignments to the Contractor personnel, which shall be monitored and tracked by “Contractor Account Managers,” as described below in Contract Section A.5.
- A.4.a. Contractor personnel work schedules are based on a standard 37.50 workweek, which is further defined as a seven and one-half (7.5) hour workday. From time-to-time, overtime may be required. Overtime is

limited to cases of extreme necessity and must be approved prior to working. Prior approval is obtained via a written approved request from the State agency to the Commissioner of Finance and Administration. A Contractor will not be compensated for overtime hours worked without prior approval and then only at payment rates submitted in response to the related SOW.

A.4.b. The State may also request that Contractor personnel travel away from the official station of Nashville, Tennessee to perform project-related tasks. In such cases, the State will request the travel in advance, in writing, and will compensate the Contractor in accordance with State of Tennessee Comprehensive Travel Regulations, as amended from time to time. These regulations may be viewed on the State's website at <http://www.state.tn.us/finance/act/policy.html>.

A.5. Contractor Account Managers. The Contractor shall assign, at its own expense, one or more Account Manager(s), to service the State's needs under this Contract. The Account Manager shall:

- a. monitor the assignment of tasks to Contractor personnel;
- b. track performance and progress of the Contractor personnel toward the completion of the assigned tasks;
- c. monitor the quality of services delivered;
- d. address any personnel issues that arise with regard to their Contractor personnel; and
- e. be responsible for Contractor Personnel Time/Invoicing as described in Contract Section A.11.f below.

In the event that the State identifies problems with the services provided by Contractor personnel, the State shall make the Contractor Account Manager aware of the problems. The Contractor shall then act promptly to resolve the problems. If the State determines that the removal of Contractor personnel is in the best interest of the project, the Contractor Account Manager shall terminate the Contractor personnel from the State assignment and, if requested by the State, shall provide a replacement.

The Contractor agrees to maintain an adequate proportion of Account Manager(s) to assigned Contractor personnel to ensure the efficient performance of the Contract requirements.

A.6. Commensurate with the needs of a given project, the State will provide Contractor personnel with office space, access to telephones, office supplies, workstations or terminals, and connections to the relevant State LAN/WAN and/or mainframe environment. The State shall be the sole determinant with regard to facilities, supplies, and equipment required for any given project.

A.7. The Contractor understands and agrees that the State has executed and may execute contracts with other parties for services the same as or similar to those described herein.

A.8. The State will request Contractor personnel as needed, in accordance with this contract or provisions herein. The Contractor agrees to make its best effort to provide Contractor personnel in the quantities requested by the State. The State will evaluate the qualifications of all individuals proposed, and will request resumes, references, and/or face-to-face interviews to aid in this evaluation. The State reserves the right, throughout the life of this Contract, to refuse any individual proposed by the Contractor for a given position.

A.9. Contractor personnel must meet the qualifications specified in the RFP and this Scope of Services. However, the State may waive any qualification related to the ITPRO services skill sets, if it deems this to be necessary and in the State's best interest, in order to acquire uniquely skilled Contractor personnel.

A.10. State Not Obligated to Use Contractor Personnel. The purpose of this Contract is to establish potential sources of supply for Information Technology Professional Services personnel. However, due to the dynamic nature of projects within State government, the State cannot predict the numbers of Contractor personnel that will be required under this Contract. Therefore, the State makes no guarantees, either stated or implied, about the demand for resources provided through this procurement. The State is not obligated to use any of the Contractor's personnel. Throughout the term of the Contract, the State retains full control and flexibility with regard to the types, quantities, and timing of Contractor personnel usage.

As owner of this Contract, the State's Department of Finance and Administration (F&A) shall make the final determination with regard to which Job Classifications may be assigned to State agencies. If it is

deemed to be in the State's best interest, certain Job Classifications shall be restricted to F&A assignments only. In such cases, the State will notify the Contractor in writing. F&A shall also be the final determinant with regard to whether services the same as or similar to those described herein shall be provided by employees of the State of Tennessee, rather than by Contractor personnel.

A.11. Procedures/Stipulations for Providing ITPRO Personnel.

A.11.a. Statement of Work.

The State will provide the Contractor with a Statement of Work (SOW) describing the required Information Technology Professional (ITPRO) services. The SOW will be provided in electronic format (see Contract Attachment B for a draft of this document), using an internet-based system known currently as ITPRO.OL (ITPRO.OnLine).

The SOW will be numbered to facilitate tracking and will include the following: a description of the requested work, the numbers of Contractor personnel by skill set (Job Classification), and Project Begin and End Dates. It should also be noted that many of these SOWs will be for timeframes shorter than one year, with projects of a few months not being uncommon.

The Contractor will respond to the SOW with resumes and references for candidates that meet the requirements.

For any given SOW, the Contractor shall not provide resumes, references, or set up interviews, phone or otherwise, for any of its candidates prior to submitting a formal Project Offer for that SOW.

A.11.b. Submission of Project Offer and Contractor Personnel Resumes.

Each SOW will specify the deadline for the Contractor to respond to the State's request. This time frame will be no less than six (6) business days, but it may be more at the State's discretion. Within the specified time frame--measured from the date the SOW was distributed--the Contractor must respond using the ITPRO.OL system, either affirming or denying its ability to provide the Contractor personnel in the required project time frame. During this response period, if necessary, the Contractor may seek clarifications of the work involved.

The State expects the Contractor to respond fully to each SOW, with candidate(s) for all open position(s) listed on the SOW. This is the minimum requirement. The Contractor is encouraged to supply as many individuals as possible for each position, regardless of the number the State has requested in the SOW. The State is not limited, in terms of number of assignments offered, to the number of positions originally requested in the SOW and may offer more assignments, as business needs dictate.

If the Contractor is unable to provide the personnel requested, it must record this fact in the appropriate way on the ITPRO.OL system. Failure to respond at all, failure to properly set the project offer status, a late response, or lack of resumes and references shall be deemed an unacceptable response and the vendor is not eligible for a candidate placement on the particular SOW. Nor will the vendor accrue a placement count as described in the Contractor Performance Measures in Contract Section A.14.

Otherwise, if the Contractor is capable of providing the requested Contractor personnel, it will submit a "Project Offer," which will include the following items:

- i. Basic candidate information: Name, Social Security Number, and Date of Availability of the candidate.
- ii. Service Rate Per Hour for each resume submitted. If the SOW project dates span more than one year of the Contract term, the Contractor must provide rates for every effective year. In other words, if the SOW Project Begin and End dates lie completely within year one of the Contract term, the Contractor would only provide one hourly rate. On the other hand, if the dates begin in year one and extend into any portion of year 2, the Contractor must propose rates for both years. If the Contract has been extended to include year three, then the same rule would apply: rates must be proposed for all effective years.

Service Rates may not exceed the Service Rates originally proposed in response to this RFP (i.e., as submitted on RFP Attachment 6.4). However, the Service Rates may be less, depending on the

State's requirements, nature of the job market, and candidate's abilities. The Service Rates stated in the Project Offer, provided that they are less than those originally proposed, will apply to the SOW/MOU in question and will be used in lieu of the Service Rates stated in the Contract.

Project Offers submitted without applicable Service Rates will be rejected and will be considered a denial of that Contractor's ability to provide the personnel.

- iii. The resume(s) of the actual individual(s) proposed for the task or project in question. Each resume must include the results of two reference checks that the Contractor has performed on the proposed individual, including the names and telephone numbers of the references themselves. The Contractor will use standard State-supplied electronic forms (Contract Attachment C) to record the results of the reference checks. At least one of these reference checks must be from a supervisor.

Project Offers submitted without resumes and reference checks will be rejected and will be considered an unacceptable response and the Contractor will not be eligible for a candidate placement on the particular SOW.

- iv. In response to a given SOW, the Contractor shall not submit the same individual for more than one Job Classification.

#### A.11.c. Evaluation of Candidates.

After the Project Offer Due Date, the State will prioritize the candidates from responsive Proposers in order, from low to high pricing. The resumes will then be reviewed.

The State will evaluate the resumes and references of submitted candidates. Assuming a given resume meets minimum SOW requirements, the State will contact the Contractor company to request an interview with the candidate. The State will attempt to conduct interviews in order from low to high pricing. However, the order in which the interviews are conducted may vary depending upon the availability of candidates for interviews. The Contractors will be responsible for setting up all interviews.

At the State's discretion, this initial interview may be conducted over the telephone. The State will attempt to pre-screen candidates over the phone. However, if the State is interested in the candidate, the State may, at its discretion, request a face-to-face interview. In this case, all expenses travel or otherwise, resulting from such a request shall be borne by the Contractor.

The State will continue the interview process until the lowest-priced candidate submitted that meets the SOW requirements is identified. The State must document a legitimate rejection reason, directly related to one or more SOW requirements, to reject a lower-priced candidate in favor of a higher-priced one. After selecting the best-qualified candidate, the State will notify all Contractors regarding its selection.

#### A.11.d. Memorandum of Understanding.

After the State has selected the candidate(s), it will develop a Memorandum of Understanding (MOU) binding the Contractor to the terms of the Contract. (See Contract Attachment D for a draft of the MOU document.) Prior to Contractor personnel beginning their assignments with the State, the requesting agency MOU signatory, the agency's financial officer, the Office for Information Resources (OIR), and the Contractor jointly must sign the MOU.

A fully executed MOU, containing all of the above signatures, authorizes the Contractor to provide the requested services. The State will make available to the Contractor an electronic copy of the fully executed MOU via ITPRO.OL. The Contractor must be in receipt of a fully executed MOU and approved Multitrak Resource Action Request (RAR [Contract Attachment E]) form prior to the Contractor personnel beginning work. The State shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed MOU and RAR form. It is the Contractor's responsibility to verify the RAR has been created by the Agency and is approved.

Another important function of the MOU will be to fix the maximum amount of money to be paid in compensation for the services requested on a particular SOW (the "MOU Project Price"). This amount cannot be exceeded without an MOU amendment. Such an amendment, if deemed necessary by the State, would increase the maximum potential compensation due the Contractor for the work in question,

and possibly extend the SOW Project End Date. The Amendment will require the same signatures as the original MOU. In some cases, and at the State's sole discretion, e-mails from signatories shall suffice as approval of MOU amendments.

A.11.e. Invoicing and Payments for Services.

The services shall be provided and invoiced on an hourly basis, as used, up to the MOU Project Price stated in the MOU. After the services have been rendered, the Contractor shall invoice the State in accordance with the payment provisions of the Contract. The State uses a time accounting system known as Multitrak, which is very rigid with regard to timing, format, and content. All Contractor personnel shall be required to enter their time into Multitrak. The State shall be the sole determinant with regard to timing, format, and content of Contractor Invoices. The State will not modify its invoicing process to accommodate the Contractor's accounting system(s).

For each MOU, the State will track the expenditures against the MOU Project Price, and will inform the Contractor when expenditures are nearing this cap. It is then the State's sole option to either amend the MOU Project Price to accommodate completion of any work begun, or to allow the Contractor's MOU to expire. The State shall not be liable to compensate the Contractor for any services if the aggregate compensation exceeds allowed number of hours.

A.11.f. Recording/Invoicing of Contractor Personnel Time.

1. Contractor personnel shall do the following:

- i. Enter their hours worked into "Multitrak," the State's automated time and Request for Service (RFS) tracking system.
- ii. Maintain and sign timesheets.
- iii. Exercise due diligence to ensure that hours worked as entered into Multitrak exactly match hours worked as indicated on the timesheets for each pay-period.
- iv. Obtain State Project Coordinator signature on timesheets.
- v. At month end, forward signed timesheets to the Contractor Account Manager for his or her signature.

2. The Contractor Account Manager shall do the following:

- i. Receive the Multitrak reports, delivered by the State, which will serve as the State's authorization to the Contractor to bill the State for the hours worked.
- ii. Reconcile the timesheets to the Multitrak reports, contacting State Project Coordinators if discrepancies are found. Discrepancies may include overstatement or understatement of billable hours in Multitrak, on the timesheets, or both.
- iii. Develop complete notes describing the resolution of any discrepancies found and provide these notes with the timesheets when delivered to the State ITPRO-CA along with the invoice.
- iv. Ensure that all Contractor personnel responsibilities described in Contract Section A.11.f.1 above are accurately and timely performed.

A.11.g. Continuity of Project Personnel.

The State encourages the Contractor to maintain continuity of personnel on projects assigned pursuant to an MOU. Continuity of personnel promotes efficiency in the performance of the SOW.

A.11.h. Double Submissions.

Two or more Contractors cannot submit the same candidate on the same Statement of Work (SOW – Contract Attachment B). Each Contractor, prior to submitting an individual in response to an SOW, must obtain from that individual a signed Commitment Letter. The following rules apply:

- i. The letter must include the candidate's name, signature and date, and the number of the SOW in question. The SOW number is important, since it will identify the specific SOW for which this candidate is authorizing the submission of his or her resume. Blanket Commitment Letters covering multiple SOWs will not be allowed. The letter must also include some statement of the exclusive relationship that the candidate is entering into with regard to this particular SOW. The candidate must sign the letter and the signature must be dated no later than the Project Offer Due Date.
- ii. The Contractor company will retain this letter in its files. In the event of a double-submission, the State will request a copy of the Commitment Letter from both vendors. The submission from the Contractor that can produce a valid letter will be honored; the other Contractor's project offer will be rejected. If neither or both Contractor(s) can produce a valid letter, the candidate will be rejected.

A.11.i. Work Visas and Two-Week Notices.

The State expects candidates proposed to be ready to begin work on the Project Begin Date stated in the SOW. Historically, activities such as securing work visas and turning in two-week notices have delayed start dates. Contractors must take these sorts of delays into account when proposing candidates and only submit candidates that can begin work on the stated Project Begin Date.

A.11.j. Offer of a State Assignment/Check Availability Status.

There is a Status on the ITPRO.OL system known as "Offer Assignment/Check Availability." This Status means that the State agency's project coordinator is interested in the candidate. However, the coordinator cannot offer the assignment to the candidate prior to receiving an approval from the ITPRO Contract Administrator. This approval is granted electronically on the ITPRO.OL system. The Contractor shall not represent to their candidate that he or she has been offered a State assignment prior to receiving an e-mail from the State stating that the Contract Administrator has set the status to "Check Availability Approved." A "Check Availability Approved" status is not a guarantee of assignment with the State.

A.11.k. Job Classification Service Rates for Optional Extension Year 3. In Contract Section B.2, the State describes an option to extend the contract for an additional year, for a total Contract term of three (3) years. In response to this RFP, Proposers will only propose maximum rates for years 1 and 2, and will be evaluated on these rates alone. If the contract is extended, the maximum allowable Service Rates for year 3 will be determined as described in the *pro forma* contract, Contract Section C.3.b.ii.

A.12. Evaluation of Services Provided. The quality of the services provided and the progress on each State-assigned task shall, at the State's discretion, be evaluated.

A.12.a. At the State's option, an evaluation of the services provided by the Contractor personnel will occur by the end of the fifth working day. If, at this time, the services provided are deemed to be unacceptable, the State will notify the Contractor, and Contractor agrees to remove the individual assigned. The State will provide such notification to the Contractor no later than the end of the fifth working day of the individual's assignment. The State will not be liable to the Contractor for any costs or damages.

A.12.b. The above provisions shall be in addition to the termination provisions stated elsewhere herein.

A.12.c. The termination of an individual's assignment will not necessarily result in the termination of the MOU related to that individual.

A.13. Replacement Personnel. At the State's request, the Contractor will replace an individual that the Contractor has removed from State assignment, or that has voluntarily withdrawn, with an individual of equal or greater qualifications. The pay rate shall remain the same. Any requirement for such replacement will be at the State's sole discretion; the State is not obligated to accept replacement of removed or withdrawn individuals.

- A.14. Contractor Performance Measures. The success of this multiple-source procurement mechanism depends upon the Contractor responding to every SOW and providing resumes for every Job Classification requested therein. The State recognizes that there may be occasions when the Contractor may not be able to provide one or more of the requested Job Classifications. In this case, the following provisions apply:
- A.14.a. Failure of a Contractor to achieve an acceptable number of placements shall be grounds for termination or restriction of that Contractor's Contract. The State will maintain a running count of the total number of filled SOW positions ("placements"). When this number reaches fifty (50), the State will measure placement performance of each vendor against this number. If any Contractor fails to obtain at least two (2) placements out of the 50 filled positions, then at the State's option, the Contractor is subject to having its Contract terminated or restricted as described in A.14.b and A.14.c below.
- A.14.b. If the Contractor fails to comply with the performance standards in Contract Section A.14.a. above, and the Contractor is not providing services pursuant to any MOU at the time of non-compliance, the State may, at its option, terminate the Contract.
- A.14.c. In the event a Contractor fails to comply with the performance standards in Contract Section A.14.a. above, and if the Contractor is providing services pursuant to one or more MOU(s) at the time of non-compliance, the State may, at its option, restrict the Contract and the Contractor shall not be allowed to participate in any future SOWs. The remainder of the Contract stipulations shall remain in effect to the extent necessary to allow the Contractor to complete the provision of services pursuant to the MOU(s).
- A.14.d. In the event of Contract termination or restriction as described herein, nothing shall prevent the State from awarding a replacement contract to another Contractor that originally responded to this RFP.
- A.14.e. After each evaluation is complete, the State will reset the placement counter to zero. The count will begin again, and the next evaluation will take place when the next 50 placements have occurred.
- A.15. Transition Period. There is an overlap in the effective date of contracts awarded under this RFP and the end date of existing ITPRO contracts, which expire on February 28, 2006. This "Transition Period" is provided to ensure that there will be adequate time to assign new personnel. However, this overlap also requires special rules to govern the proposal on Project Offers of individuals currently assigned to State positions ("incumbents"). During the transition period, the following rules apply:
- A.15.a. Some vendors currently have ITPRO contracts, awarded as a result of the former ITPRO RFP dated March 1, 2003. Given the competitive nature of the RFP process, there is no guarantee that all of the current ITPRO vendors will receive an award under this procurement. In this Contract Section, current Contractors that do not receive a new award are referred to as "released vendors"; current Contractors that do receive a new award are referred to as "retained vendors." Either of these categories may have personnel currently assigned to the State under the former contracts. The following provisions apply:
- A.15.a.i. Incumbents from Retained Vendors. At the State's option, retained vendors' incumbents shall be "grandfathered" into the same position they currently occupy. The grandfathering may occur at any time during the remainder of the incumbent's MOU. In this case, a new SOW will be generated for the position in question. The retained vendor shall respond to the SOW with the incumbent currently occupying the position, and the rate entered for the incumbent shall be less than or equal to the new ceiling rate for that person's Job Classification as stated in the present Contract Section C.3.

No other vendor will be allowed to propose a candidate on this SOW. However, in the event that the incumbent refuses the position, the position shall become open to competition, the proposal due date of the SOW shall be changed, and all Contractors under the present Contract shall be allowed to propose candidates.

The timing of the grandfathering shall be at the State's sole option, and shall be driven by, among other considerations, whether earlier grandfathering will produce cost savings for the State. For example, if the incumbent is working under the current ITPRO.03 Contract at a low rate, and the retained vendor has a ceiling rate under the new ITPRO.05 Contract that is higher than this low rate, the State may choose to require the incumbent to serve out the remainder of his or her MOU at the lower rate, since this represents the best value for the State. In such a case the State would delay the issuance of the grandfathering SOW until just prior to the expiration of the previous MOU. On the other hand, if the new

ceiling rate were lower, it would be in the State's best interest to issue the SOW as soon as possible after the new Contract is in place. Once again, this timing is solely at the State's option.

- A.15.a.ii. Incumbents from Released Vendors. From the State's perspective, released vendors' incumbents shall be allowed to transition to any of the Contractors under the new ITPRO.05 Contract, and may subsequently be proposed by said Contractors. This may occur at any time during the remaining term of the former ITPRO.03 Contracts. The same rules concerning grandfathering, including the timing of SOW release at the State's discretion, as expressed in Contract Section A.15.a.i. above, also apply to incumbents from released vendors.

The State is not a party to any "non-compete" agreements that transferring incumbents may have signed with their employees; the transferring employee is responsible for honoring any non-compete agreements. The Contractor to whom the individual is transferring is responsible for verifying that such agreements are not being violated, and will bear all responsibility, legal or otherwise, for complaints arising as a result of alleged or actual violations of non-compete agreements.

- A.15.b. In order to ensure the stability of the work environments during the transition period, no incumbent transfers of any kind shall be allowed among any of the retained vendors or new Contractors.

- A.16. Restrictions on Personnel Movement/Transfers After the Transition Period. The Contractor shall not solicit contractor staff from other companies that are assigned to State projects. Furthermore, under no circumstances will the State accept staff movement among companies, or from an existing SOW to a new SOW for the same company, while the individuals are engaged in State assignments.

In the event that an individual assigned to the State under this or any other State professional services contract leaves that assignment or if the Contractor removes the individual from State assignment for any reason, prior to the completion of the assigned task(s), that individual is barred from any State assignment under this Contract for a period of three (3) months. For purposes of applying this rule, the three-month period shall be measured from the effective termination/withdrawal date to the Project Begin Date stated in the SOW in question.

The only exceptions to the above rule are if the MOU expires or the State project coordinator determines that the assignment is complete under that MOU with the State. In the latter case, the State project coordinator must notify the ITPRO Contract Administrator by e-mail, providing the MOU number, the individual's name, the final date of the individual's assignment, and explicitly stating that the individual's assignment will be complete under the current MOU as of the date given. An individual released in this way is only eligible to be proposed on SOWs with Project Begin Dates after the stated assignment end date. Any individual proposed on an SOW with a Project Begin Date equal to, or earlier than, that individual's current assignment end-date will be disqualified from that SOW.

- A.17. Restrictions on Responding to Future RFPs. In some cases, the Contractor personnel provided under this contract will assist in the preparation of future State RFPs. The *pro forma* contract prohibits any Contractor from submitting proposals in response to any RFP that it has, through its employees, assisted in developing. On similar contracts in the past, Contractors have refused to respond to Statements of Work in order to submit proposals on potentially more lucrative future RFPs. This is not acceptable.

Under this procurement, Contractors will not be allowed to selectively refuse to respond to an SOW based on the possibility that an RFP may result from that SOW. If the State detects such behavior, the State will terminate the Contract of the Contractor involved.

Note, however, that this section in no way prevents the Proposer from responding to any RFP not associated with an ITPRO Statement of Work.

- A.18. Miscellaneous Policies and Procedures.

- A.18.a. Parking. The State will not provide parking for Contractor personnel.

- A.18.b. State Clinic. Contractor personnel do not have access to the State clinic.

- A.18.c. Wireless Phones and Pagers. If the State deems it necessary to the effective performance of Contractor personnel's assignments, the State will provide wireless phones or pagers to the personnel, at the State's expense. This expense must be supported and justified by the Contractor personnel's State project coordinator. The State project coordinator will be required to sign all invoices for wireless phone or pager



expenses prior to payment. Contractor personnel shall use such equipment only for State-assignment-related activities.

The State will not reimburse the Contractor or Contractor personnel for wireless phones or pagers not provided by the State.

A.18.d. State Vehicles. Contractor personnel may not reserve and/or operate State vehicles.

A.19. Contractor Responsible for Training in Changed Technology.

The State makes changes to its Technical Architecture and the technical nature of assignments from time to time. If a contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor is responsible for the expenses associated with training in the new or changed technology. This responsibility includes all fees associated with the actual training course, travel expenses, and also the hours the individual spends in training. *For example: Assume a contract individual needs training in a particular web-development tool in order to perform their State assignment. The cost of the course, including any travel expenses, will be the responsibility of the Contractor company and the training hours will not be billable to the State.* The maximum liability to the Contractor firm for training hours for any individual will be two weeks per year. A "year" is defined in this case as a Contract year, the period of time from the Contract Begin Date to the first anniversary of the Contract Begin Date, and subsequent years thereafter.

A.20. Acceptable Use Policy/User Agreement Acknowledgement. Contractor personnel assigned to the State will be required to review the Acceptable Use Policy, Network Access Rights and Obligations and sign the User Agreement Acknowledgement form as required of the State's own employees (See Contract Attachment F), and any other forms that shall be required by the State to ensure the security and ethical use of the State's computer resources.

A.21. Information Security Compliance. Contractor warrants to the State that it is familiar with the requirements of the State of Tennessee Information Technology Security Policies (these will be provided to the apparent winner[s]) and any accompanying state and federal regulations, and will comply with all applicable requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with State Information Technology requirements and any other state and federal computer security regulations including cooperation and coordination with State computer security officials and other compliance officers required by its regulations. Contractor agrees to enter into a connectivity agreement with the State. The agreement will include, but not be limited to, the following:

1. Not attaching any non-state owned computers to any state network without previous State-provided, written certificate of compliance with minimum state security standards;
2. All client and server computer security settings must be maintained to meet or exceed minimum state security standards;
3. Once established, no security provisions for firewalls, client and server computers will be modified without written state approval;
4. Current updated virus software and virus definition files that are enabled to perform real time scans will be maintained on all contractor-supplied hardware;
5. Dialup modem use is specifically disallowed while attached to the state network;
6. Contractor will not install or utilize remote control or file sharing software unless explicitly approved by the State;

Contractor will sign any documents that are reasonably necessary to keep the Contractor in compliance with the State of Tennessee Computer Security Policies. Contractor staff may be required to undergo background checks.

A.22. Additional Policies and Procedures. The State will promulgate additional policies and procedures, manual or electronic, to govern requests for ITPRO services as needed, throughout the life of the Contract resulting from this RFP.

The State also reserves the right to amend existing policies and procedures and to change the format and content of the SOW and MOU, if such is deemed to be in the best interest of the project or task in question.

- A.23. The ITPRO.OL System. The State has an internet-based system, known as ITPRO.OL, to automate the ITPRO process. All ITPRO Contractors will be required to use the internet-based system. This will require the Contractor to have Internet access, along with a State-standard browser and word processing software. The Contractor will be responsible for all costs associated with setting up and upgrading their technical environment to use the ITPRO.OL system. See Contract Attachment G for the current technical environment required for ITPRO.OL; note, however, that this environment is subject to change as technology and/or State standards change. The Contractor agrees to upgrade, also at its own expense, this technology and its own expertise as required to maintain compatibility with the State's ITPRO.OL system throughout the life of this Contract.
- A.24. State's Technical Architecture. Contractor personnel shall provide all services requested through this RFP within the context of the technical environment described by the State's Technical Architecture. During the RFP proposal process, vendors had an opportunity to request the Technical Architecture (see RFP section 1.1, final paragraph); the Technical Architecture that was set aside to respond to such requests is herein incorporated as Contract Attachment H.
- A.25. Adding New Job Classifications to the Contract. During the course of the contract, the State may find it necessary to add additional job classifications that the State did not anticipate needing when the original contracts were executed. In this case, the State will engage in a competitive process with the three-awarded vendors. This process will involve two steps:
- a. Since no ceiling rates have previously been established, the three-awarded vendors will submit new ceiling rates for the requested job classification. The contract will be amended accordingly.
  - b. SOWs will then be issued to obtain Contractor Personnel.

In the event that a vendor chooses not to participate in the competitive process described above, the State will accept proposals from all participating vendors and will amend these vendors' contracts accordingly. If a vendor chooses not to participate, then the State will not amend their contract. That vendor may continue to service the contract with the original job classifications and may respond to future SOWs that do not request the new job classification. The State will then have the option to devolve to the next highest evaluated vendor from the original RFP process and execute a contract with all job classifications (original and new).

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on January 16, 2006 and ending on January 15, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than three (3) years, provided that the State notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any

extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology.

C.3.a. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Contract Section A. The Contractor shall be compensated based upon the following Service Rates:

	SERVICE RATE PER HOUR	
<u>JOB CLASSIFICATION</u>	<u>YEAR 1</u>	<u>YEAR 2</u>
Advanced Network Administrator	\$XXX.XX	\$XXX.XX
Advanced Programmer Analyst (Mainframe)	\$XXX.XX	\$XXX.XX
Advanced UNIX System Programmer	\$XXX.XX	\$XXX.XX
Business Analyst I	\$XXX.XX	\$XXX.XX
Business Analyst II	\$XXX.XX	\$XXX.XX
Business Analyst III	\$XXX.XX	\$XXX.XX
Data Administrator/Database Administrator	\$XXX.XX	\$XXX.XX
Desktop Support	\$XXX.XX	\$XXX.XX
Help Desk Representative	\$XXX.XX	\$XXX.XX
Programmer Analyst I	\$XXX.XX	\$XXX.XX
Programmer Analyst II	\$XXX.XX	\$XXX.XX
Programmer Analyst III	\$XXX.XX	\$XXX.XX
Project Manager	\$XXX.XX	\$XXX.XX
System Administrator	\$XXX.XX	\$XXX.XX
Systems Analyst	\$XXX.XX	\$XXX.XX
WAN Project Manager	\$XXX.XX	\$XXX.XX
Web Based Training (WBT) Developer	\$XXX.XX	\$XXX.XX
Web Designer	\$XXX.XX	\$XXX.XX

The Contractor will propose new Service Rates, not to exceed the Service Rates stated in Contract Section C.3, as a part of its "Project Offer" response to each SOW. The proposed Project Offer Service Rates shall be the rates in effect for a given SOW/MOU.

Service Rates for Year 2 take effect on the anniversary of the Contract effective date given in Contract Section B. The years associated with the Service Rates in this Section refer to the year in which the work was actually performed, at the hourly rates expressed above, and the Contractor shall bill accordingly.

C.3.b. Deriving Service Rates for Extensions.

C.3.b.i. Project End Date Extensions. In some cases, the Project End Dates on SOWs/MOUs may be extended beyond what was anticipated when the SOW was originally distributed. This may mean that the Contractor has only proposed a rate for year one (1) on an SOW/MOU that is being extended into year two (2); i.e., there would be no agreed upon hourly rate for year 2. Since there is no rate proposed for year 2, the State will derive the year 2 rate using the Consumer Price Index, in a manner similar to that described in Contract Section C.3.b.ii below, using the year 1 Service Rate as the base.

Any such CPI increase shall obey the rule that the adjusted rate cannot exceed the originally proposed Ceiling Rate. The adjusted rate will be the lesser of the originally proposed rate or the computation of the new rate based on the CPI as described in Contract Section C.3.b.ii. A situation requiring the application of this rule could occur if the Proposer originally proposed the same Ceiling Rate for years 1 and 2 in response to the RFP, and if the individual were proposed in year 1 at this Ceiling Rate, or only slightly below it. For example, assume the originally proposed Ceiling Rates for a given Job Classification were the same for year 1 and year 2--\$50.00. Now, a candidate is proposed for a year 1 project with a rate of 49.80, and the project is extended into year 2. For example purposes, assume the CPI is 3.3%. The rate will not be increased to \$51.44, which is the rate derived by application of the CPI; instead, the rate will be capped at \$50.00, the originally proposed Ceiling Rate for year 2.

C.3.b.ii. Contract End Date Extensions. The Service Rates in Contract Section C.3 are firm for the duration of the Contract. In the event that the term of the Contract (or MOU) is extended, the State will execute a Contract amendment to adjust these rates for inflation based on the Consumer Price Index (CPI). The rates shall be adjusted in accordance with the CPI for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (the "Index") published by the Bureau of Labor Statistics, U.S. Department of Labor, Washington, D.C., or its successor index. In the event said Index ceases publication, the adjustment shall be determined by using the CPI for Urban Wage Earners and Clerical Workers (CPI-W) for the U.S. City Average for the same area coverage; or, if not available, then according to the Index most comparable to the Index for All Urban Consumers.

The Year 2 Service Rates, or relevant Project Offer rates, shall be used as the base. Adjustments to this base shall equal the percentage change determined from the Index for the 12-month period ending on October 31st of the 12-month period preceding the Contract (or MOU) termination, after comparing it to the Index ending on October 31st of the next preceding 12-month period. The amended Service Rates shall take effect on the anniversary of the Contract effective date given in Contract Section B. Once adjusted, the new Unit Rates shall apply for one (1) year, for the term of the MOU, or throughout the remaining term of the Contract, as extended; whichever is applicable.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

C.3.c. As described in Section A.12.a, evaluation of services provided by the Contractor personnel will occur by the end of the fifth working day. At the discretion of the State project coordinator, if the services are deemed unacceptable, the State may or may not pay for the hours worked.

C.3.d. The Contractor shall not be compensated for time spent traveling to the primary location of service provision. See Contract Section C.4.a and C.4.b. for more details.

C.3.e. The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Invoices shall be submitted to the individual named in the relevant MOU. See Contract Section A.11.f for more details.

C.4. Travel Compensation. With regard to Travel, the following provisions shall apply:

C.4.a. The "Official Station," which is defined as the location at which Contractor personnel shall perform the major portion of their duties, will be designated by the State in the SOW. In most cases this will be Nashville, Tennessee.

C.4.b. Neither the Contractor, its personnel, nor its agents shall be eligible for reimbursements for any travel expenses related to work performed at the Official Station. This includes, but is not limited to, travel to and from the Official Station, and food and lodging therein.

C.4.c. In some cases, at the State's request and with prior written approval, Contractor personnel may be required to travel and work away from the Official Station. Such travel expenses shall be reimbursed in

accordance with the *State of Tennessee Comprehensive Travel Regulations*, as amended from time to time (see <http://www.state.tn.us/finance/act/policy.html>.)

- C.4.d. Compensation to the Contractor for State-authorized travel, meals and/or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the State's *Comprehensive Travel Regulations*, as amended from time to time.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Bill Beecroft, OIR Director of Administration  
Department of Finance and Administration  
Wm Snodgrass Tennessee Tower, 16<sup>th</sup> Floor  
213 Eighth Avenue, North  
Nashville, TN 37247  
Phone: (615) 253-1786  
Fax: (615) 532-0471  
Email: [Bill.Beecroft@state.tn.us](mailto:Bill.Beecroft@state.tn.us)

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]  
[CONTRACTOR NAME]  
[ADDRESS]  
[TELEPHONE NUMBER]  
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished

shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.7. Contractor Personnel Performance Problems. The State shall be the sole judge of the quality of services provided and the project progress achieved by the Contractor's personnel. The Contractor agrees to remove and replace at the Contractor's expense, personnel judged by the State as not making substantial contributions to the projects to which Contractor's personnel are assigned. The Contractor agrees not to charge the State for services performed which the State designates as being unacceptable.

E.8. Solicitation of State Employees Prohibited. The Contractor shall not solicit State employees in State facilities or during State work hours for the purpose of employment. For the purposes of this paragraph, "State work hours" are defined as 8:00 a.m. to 5:00 p.m., CT, Monday through Friday, including flextime and overtime, but excluding State holidays.

E.9. State Employment of Contractor Personnel. The State reserves the right to offer employment to Contractor personnel at any point during the personnel's assignment with the State.

E.10. Fair Competition on Future RFPs. If the Contractor, through any of its employees provided under this contract, is involved in assisting the State in the development, formulation, and/or drafting of an RFP or ITB for the State, it cannot submit proposals in response to that RFP or ITB.

E.11. Additional Breach and Termination Provisions.

E.11.a. The State may terminate any or all of the MOUs entered into by the State and the Contractor pursuant to this Contract by giving the Contractor at least fifteen (15) calendar days written notice prior to the effective MOU Termination Date. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date.

E.11.b. If the Contractor, or Contractor-provided personnel, fail to properly perform their obligations under any MOU entered into by the State and the Contractor pursuant to this Contract, or violate any of the terms of this Contract, the State shall have the right to immediately terminate any or all of the Contractor's MOUs, and to withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

E.11.c. The Contractor's unauthorized removal of Contractor personnel from a State assignment while those personnel are still in the Contractor's employment shall be considered by the State as a material breach of contract. This breach is subject to Liquidated Damages of one-half of one (.005) percent of the individual Contractor personnel's MOU Project Price per day until a replacement that is acceptable to the State is found.

E.11.d. In the event of Contract termination, the State is free to enter into a Contract with another responsive Proposer to the RFP.

E.12. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.



- E.13. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.14. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.

- E.15. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

- E.16. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.17. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.

- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.18. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

E.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

E.20. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

\_\_\_\_\_  
[NAME AND TITLE]

\_\_\_\_\_  
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

\_\_\_\_\_  
M. D. Goetz, Jr., Commissioner

\_\_\_\_\_  
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

\_\_\_\_\_  
M. D. Goetz, Jr., Commissioner

\_\_\_\_\_  
Date

COMPTROLLER OF THE TREASURY:

\_\_\_\_\_  
John G. Morgan, Comptroller of the Treasury

\_\_\_\_\_  
Date

## JOB CLASSIFICATIONS

### STATE OF TENNESSEE INFORMATION TECHNOLOGY CONTRACTOR REQUIREMENTS

**Advanced Network Administrator** - Responsible for the support of Local Area Network computer systems including servers on the WAN used for enterprise applications. Responsibility may include installation of hardware and software components comprising the network. Must be able to work with vendors and State support staff to quickly diagnose LAN problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Requires a minimum of 2 years of current experience in this job class.

**Advanced Programmer Analyst (Mainframe)** - Analyzes functional business applications and creates design specifications for developing programs. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises COBOL, IMS DB/DC, CICS, and DB2. Secondary skill set includes all other mainframe software standards. Requires a minimum of 2 years of current experience in this job class.

**Advanced UNIX System Programmer** - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs and related systems software. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Must be able to perform capacity planning, do performance tuning, and evaluate software products. Requires a minimum of 2 years of current experience in this job class.

**Business Analyst I** - Analyze and document business requirements and processes related to public sector service delivery for a single or multiple related State agencies. Formulate alternative solutions to satisfy these requirements, which may involve business process reengineering, and/or the deployment of information technology. Plan and/or conduct end user training for new applications. Prepare cost benefit analyses according to State CBA methodology. Develop and/or oversee plans for the execution of a solution from project inception to conclusion. Construct data models and activity/process models as may be required to define system functions. Provide support for the installation, testing, data conversion, implementation, and ongoing maintenance of information systems. Conduct and document the results of special studies dealing with systems and/or business process issues. Facilitate sessions to gather and document requirements and explore solutions. Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. Hands-on Data Modeling and Process Modeling experience may be required for some assignments. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. *(Note: Current information technology in the State's environment includes: 1) multi-tier (mainframe, departmental/midlevel, and desktop) computing; 2) the use of internet and intranet to facilitate service delivery; 3) electronic data interchange; 4) imaging; 5) data warehousing; and, 6) geographic information systems. The deployment of information technology must be consistent with the State's architectural framework which is based upon the philosophy that information sharing, data integration and network interoperability is the basis for effective and efficient service delivery to the citizens of Tennessee.)* An ability to integrate solutions across multiple functional and technical environments is required. Requires a minimum of two years of experience in the last two years. Must hold a BA/BS degree.

**Business Analyst II** – Same qualifications as Business Analyst I with the exception of the following: Requires a minimum of five years of increasingly complex and responsible experience in the last five years. Must hold a BA/BS degree (advanced degree a plus).

**Business Analyst III** - Same qualifications as Business Analyst I with the exception of the following: Requires a minimum of ten years of increasingly complex and responsible experience in the last twelve years. Must hold a BA/BS degree (advanced degree a plus).

**Data Administrator/Database Administrator** - Designs and reviews database systems; evaluates and recommends changes to database systems; and implements new or revised systems to ensure accuracy, efficiency, and adherence to technical standards. Responsible for providing technical assistance to other personnel involved in computer applications development by answering questions, describing techniques, and writing procedures. Monitors database systems performance, evaluates information gathered from users and other staff and review of historical data, and recommends changes to database systems to ensure optimal performance and productivity. May act as project leader in monitoring performance of database systems, and identifies, evaluates, and makes recommendations to management concerning problems or issues in the database environment to ensure optimal performance and productivity of database systems. Responsible for the daily maintenance, tracking and documentation of production database systems including creating and scheduling database specific jobs and determining necessary actions to recover from problems or failures. Develop and enforce the Standards, Procedures, and Guidelines to establish the operational framework in which database management systems are consistently and effectively utilized. Research, identify, evaluate and select database software. Instruct users in the use of database software to enhance database system usage, facilitate problem resolution, and maximize customer service. Requires a minimum of 2 years of current experience in this job class.

**Desktop Support** - Performs desktop computer support assignments, with an emphasis on desktop computer problem resolution. Installs a variety of desktop computer hardware and software and provides technical and customer support for these products. Provides customer support to both on-site and remote users. Analyzes users' system problems and provides solutions. Works with teams of analysts, programmers, and users in application development environments. Tests and may write the technical documentation prepared for software or hardware installation. Primary skill set comprises Microsoft Office Suite and Microsoft, Novell and Unix operating systems. Secondary skill set comprises other office automation tools and the ability to identify and correct hardware malfunctions. Requires a minimum of 1 year of current experience in this job class with excellent interpersonal and communication skills, both written and oral.

**Help Desk Representative** - Provides support to a variety of information technology users on hardware, software, telecommunications, and application issues and problems. Function as first/second level support by receiving, recording, responding to, and following up on trouble calls. When appropriate, conduct problem determination to attempt to resolve issues and problems with the customer on the line. Must possess excellent telephone skills, good verbal and written skills, an extensive knowledge of information technology (with an emphasis on desktop devices and local and wide area networks), good analytical skills, good technical skills, good keying capability, and familiarity with common business practices and terminology. An individual working in this classification must be able to effectively deal with stress and anxiety. Requires a minimum of 3 years of current experience in this job class.

**Programmer Analyst I (Desktop & Distributed Technologies)** - Analyzes functional business requirements and design specifications for developing programs for desktop and distributed environments which includes personal computers, client server environments, and browser-based or n-tier environments. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 1 year of current experience in this job class.

**Programmer Analyst II (Desktop & Distributed Technologies)** – Defines and analyzes functional business requirements for designing and developing programs for desktop and distributed environments which includes personal computers, client server environments, and browser-based or n-tier environments. Develops design specifications and/or translates detailed design specs into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Troubleshoots and enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools and Oracle Application Server; J2EE and .NET architectural frameworks; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 2 year of current experience in this job class.

**Programmer Analyst III (Distributed Technologies)** – Provides senior technical leadership, guidance, and support in the design, development, and deployment of complex applications in distributed computing environments. Architects applications considering the business and technical requirements necessary to satisfy the project/program objectives. Coordinates with other architectural and technical infrastructure staffs for providing input into technical decisions affecting specific projects as well as the State's enterprise distributive computing environment.

Uses current application architecture design and development concepts, methodologies, and tools resulting in quality, stable, and maintainable computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Troubleshoots and enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools and Oracle Application Server; J2EE and .NET architectural frameworks; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 3 year of current experience in this job class.

**Project Manager** - Provides competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to project team, comprising State technical and program staff as well as contractors from one or more firms. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with project requirements. Reports in writing and orally to State management as necessary. Requires an extensive background in managing large, complex projects with outstanding interpersonal and communication skills.

**System Administrator** - Provides installation, maintenance, technical and customer support for desktop/workstation and mid-level (including LAN and WAN network application and client server) systems and related software. Installs, configures, and supports system and user application software and provides upgrades of this software. Identifies peripherals to the systems and performs maintenance on these devices. Schedules and performs system maintenance activities such as performance monitoring, system tuning, data storage configuration and reorganization, and system backups. Executes application and maintenance batch jobs. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary contact with software vendors' technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on user application software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: UNIX, Sun Solaris, Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows NT Server, Microsoft Internet Explorer, NetWare, Netscape, Oracle, 3270, IBM Personal Communications/3270 Procomm Plus, Ethernet Adapter, and Token Ring Adapter. Secondary skill set comprises GroupWise, TCP/IP, and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 1 year of current experience in this job class.

**Systems Analyst** - Analyzes and documents requirements for information systems. Develops and/or oversees plans for automated data processing systems from project inception to conclusion. Constructs data models and activity/process models as may be required to define system functions. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions. Provides support for the installation, testing, implementation, and ongoing maintenance of information systems. Conducts and documents the results of special studies dealing with systems and/or business process issues. Requires a minimum of 3 years of current experience in this job class with excellent interpersonal and communication skills.

**WAN Project Manager** – Responsible for complex wide area network (WAN) project management and technical work involving the analysis of network requirements, network design, and WAN solution performance monitoring. Provides senior level support for identifying end user business requirements; designing technical solutions to meet those requirements; developing project proposals, costs benefit analyses, and cost models for the project; managing projects to implement solutions; and providing senior level technical support for project deployment and on-going operations. Coordinates communication on projects, including written status reports, oral briefings, and technical or management meetings. Requires a minimum of five (5) years experience in WAN administration, including three (3) years experience managing WAN technology projects.

**Web Based Training (WBT) Developer** – The WBT Developer must have 5 or more years experience developing computer based training (CBT) and web based training (WBT). The developer must use Instructional Design principles to develop the course. The developer must program the interactive training using software from Adobe and Macromedia, including Authorware, DreamWeaver, Flash, Captivate, and Photoshop or TechSmith's Camtasia Studio. The developer must be able to implement the WBT using Oracle iLearning or other Learning Management Software (LMS). SCORM and AICC compliance experience is preferred. This WBT Developer position is a one-person development effort – including design, programming, graphic creation, and implementation.

**Web Designer** - Develops layout of HTML/Javascript based User Interfaces. Develops graphic elements for use in HTML/Javascript based interfaces. Develops client side Javascript for use in front end user interfaces. Required skills include: Experience with UI design and information architecture principles, and testing. Experience with cross-browser web development using web standards (XHTML, CSS, Javascript/ECMAScript, DOM, XML). Experience with creation of graphic elements using state standard tools. Familiarity with Section 508 accessibility standards for web user interfaces. Experience with cross-browser Javascript development and the W3C DOM level 1 and level 2. Experience with Macromedia Flash & Actionscript development. Experience with XML and dynamic XML processing in Javascript (XMLHttpRequest object). Requires a minimum of 2 years of current experience in this job class.

**NOTE: The above skill sets are not intended to be all-inclusive for individual assignments. It will not be unusual for a Statement of Work to require specific experience within these definitions and the State's overall Technical Architecture. For example a SOW may require an analyst or programmer with specific experience on accounting applications; or another may require an analyst who has specific experience in writing User Manuals; still another may require a project manager who has led teams involved in welfare systems activities; and so forth.**

## DRAFT STATEMENT OF WORK (SOW)

<b>SOW No:</b>	EI1961 - 099		<b>ITPRO.03</b>
<b>Department:</b>	CHILDREN'S SERVICES	<b>Date:</b>	05/18/2005
<b>Contact Name:</b>	JERRY SMITH	<b>Telephone:</b>	(615) 741-9999
<b>Contact Position:</b>	Director of Facilities Mgmt and Staff Administration	<b>Fax:</b>	(615) 532-9411
<b>Contact Address:</b>	ANDREW JACKSON BLDG., 14TH FLOOR	<b>Email:</b>	JERRY.SMITH@STATE.TN.U S
	500 DEADERICK STREET		
	NASHVILLE, TN 37243		
<b>Management Cost Center:</b>	16C - Agency Managed 16C		
<b>Official Station (Main Project Site):</b>	Nashville, TN		
<b>Task Description:</b>	<p>VENDORS: DO NOT SUBMIT CANDIDATES WITHOUT THE REQUIRED EXPERIENCE. Please note: Candidates proposed for this SOW MUST be strong Statewide Automated Child Welfare Information System (SACWIS) Business Analysts. The ideal candidate has two+ years experience working with multiple states in the analytical definition and design of SACWIS environments. The Vendor will provide an Information Technology professional who has strong business analytical skills, and who can work closely with agency program staff to determine business rules, define application requirements, complete system design documentation, and provide positive leadership for the entire SACWIS design and development staff. The standard work week for this assignment shall be 37.5 hours.</p>		
<b>Additional Information:</b>	<ul style="list-style-type: none"> <li>• In-State travel may be required to/from remote location(s) in support of State agencies. Compensation will be consistent with State Travel Regulations, however, State transportation will not be provided.</li> <li>• Overtime will be worked as deemed necessary by the State's project director.</li> <li>• Assignments may include on-call, overtime work, holidays, and weekends.</li> <li>• The company supplying the contractor to work in this area will be ineligible to Propose work on any RFP resulting from this contractor's work.</li> <li>• Resumes, must reflect specific experience by job (dates of experience and type of experience, not a summary statement) to meet minimum requirements as stated under Skill Requirements and Additional Qualifications to be considered for an interview.</li> </ul>		
<b>Title:</b>	BUSINESS ANALYST III		
<b>Fiscal Officer Approval:</b>	I hereby certify that my Agency Fiscal Officer has approved funding for this SOW.		
<b>Project Begin Date:</b>	06/21/2005	<b>Project End Date:</b>	02/28/2006
<b>Contractor's Project Offer is due in State offices by the following date:</b>			05/31/2005



<b>SOW No:</b>	EI1961 - 099	<b>Job Classification:</b>	BUSINESS ANALYST III - BUS ANA III	<b>Personnel Required:</b>	1
<b>Basic Skills Required</b>				<b>Experience</b>	<b>Within last</b>
	Must have experience formulating alternative solutions to satisfy requirements, which may involve business process reengineering.				
	Must have experience facilitating sessions to gather and document requirements and explore solutions.				
	Must have experience working independently and as a member of a team.				
	Must have experience analyzing and documenting business requirements and processes.				
	Must possess superior organizational and written/verbal communication skills.				
	Must possess exceptional verbal and written communication skills, with the ability to communicate effectively with technical and non-technical senior management and line staff.				
	Must have experience that demonstrates the ability to work effectively with all levels of state staff from clerical through agency executive management.				
	Must have exceptional experience conducting interviews.				
	Must have experience negotiating with staff at various levels.				
<b>Additional Skills Required</b>				<b>Experience</b>	<b>Within last</b>
	Must have excellent knowledge of SACWIS requirements. Knowledge will be evaluated during interview process.			2 years	current
	Must have diverse background with strong experience and excellent knowledge in multiple SACWIS environments and states. Experience and knowledge will be evaluated during interview process.			2 years	current
	Must have excellent skills and experience working with child welfare program staff to define and document business rules and requirements. Skills and experience will be evaluated during interview process interview process.			2 years	current
	Must have excellent skills and experience working with other SACWIS analytical and development personnel. Skills and experience will be evaluated during interview process.			2 years	current

**DRAFT ITPRO CANDIDATE REFERENCE CHECK FORM**

**State Of Tennessee**

ITPRO Personnel References

**Vendor Information**

Vendor Name:	Vendor Name
Reference Checked By:	Name
Reference Date:	99/99/9999

**Candidate Information**

Name of Candidate:	Candidate Name
Description of Project:	Description
Title on Project:	Title
Dates of Employment:	Dates
Primary Duties:	Duties

**Reference Information**

Company/Agency Name:	Name
Contact Person:	Company Contact
Title:	Title
Phone Number:	Phone
Relationship to Candidate:	(Supervisor, Colleague, Customer, Other)

**How would you rate the applicant in the following categories?**

**Categories:** (Please type the Proper Response – Fair, Good, Very Good, Excellent)

Quality of Work	Response
Technical Ability	Response
Communication Skills	Response
Problem Solving Skills	Response
Productivity	Response
Willingness to Take Direction	Response
Meeting Target Dates	Response
Initiative	Response
Attendance/Punctuality	Response
Team Attitude	Response

Would you rehire the candidate or recommend him/her for a position with your company? (Yes or No)

**DRAFT MEMORANDUM OF UNDERSTANDING (MOU)**MOU #[ELABC015](#)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
STATE OF TENNESSEE  
Department of CHILDREN'S SERVICES  
and  
ABC Enterprises, Inc.**

This agreement, by and between the State of Tennessee, Department of **CHILDREN'S SERVICES**, hereinafter referred to as the "State" and **ABC Enterprises, Inc.**, hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this Memorandum of Understanding (MOU) is governed by the provisions of Department of Finance and Administration Contract Number **FA-00-00000-00**, hereinafter referred to as the "Master Contract". In the provision of services pursuant to this Memorandum of Understanding, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the MOU (and its Addenda), and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

The following personnel will provide services as described in this MOU and Statement of Work Number EI1961-099, MOU End Date 02/28/2006:

<b>BUSINESS ANALYST III - BUS ANA III</b>	<b>SSN</b>	<b>START DATE</b>	<b>DATE LEFT</b>	<b>RATE YR1</b>	<b>RATE YR2</b>	<b>RATE YR3</b>
JOHN SMITH	999-88-7890	07/11/2005		\$ 0.00	\$ 0.00	\$ 77.48

In no event shall the maximum liability of the State under this MOU exceed \$ 104,598.00. For the services provided pursuant to this MOU, this amount shall constitute the MOU Project Price and the entire potential compensation due the Contractor for the services and all of the Contractor's obligations hereunder regardless of the difficulty, or materials or equipment required. The Contractor shall be compensated on an hourly, as-used basis.

Payments to the Contractor pursuant to this MOU will be made in accordance with the "Payment Terms" of the Master Contract. Invoices shall be submitted to:

Mr. Bill Beecroft  
IT Professional Services Contract Administrator  
16th Floor, Tennessee Tower  
312 8th Avenue North  
Nashville, Tennessee 37243-1510

The State may, at any time and for any reason, terminate this MOU in accordance with the provisions of the Master Contract.

This agreement may be modified only by a written amendment which has been executed and approved by the appropriate State officials as indicated below:

**MOU SIGNATURE PAGE**

**SOW Number** EI1961  
**SOW Suffix** 099

**STATE OF TENNESSEE**

**DEPARTMENT OF CHILDREN'S SERVICES**

**MOU Number** EIABC015  
**MOU Suffix** 001

**Vendor**

**Name** ABC Enterprises, Inc.  
**By** Thomas White  
**Title** Account Manager  
**Date** 06/23/2005 01:10:42

**Agency**

**Name** CHILDREN'S SERVICES  
**By** JERRY SMITH  
**Title** Director of Facilities Mgmt and Staff  
Administration  
**Date** 06/21/2005 09:52:30

**Fiscal Officer**

**Agency Name** CHILDREN'S SERVICES  
**By** JOE MONEY  
**Title** Children's Services Program Director 2  
**Date** 06/21/2005 11:49:59

**DEPARTMENT OF FINANCE AND ADMINISTRATION**  
**OFFICE FOR INFORMATION RESOURCES**

**Contract Administrator**

**By** BOB WATSON  
**Title** OIR Contract Administrator  
**Date** 06/22/2005 04:44:25

**F&A COMPUTER SYSTEM ACTION SHEET**

**MULTITRAK RESOURCE ACTION REQUEST (RAR)**

**CONTRACTOR VERSION**

**Required Fields in RED**

**Name:** \_\_\_\_\_ **Start Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
**SSN:** \_\_\_\_\_ **Allotment Code:** \_\_\_\_\_  
**Phone #:** ( \_\_\_\_\_ ) **Division/Section:** \_\_\_\_\_

**INSTRUCTIONS:**

- 1) The Multitrak Resource Form should be filled out as completely as possible.
- 2) The manager (or person completing the form) must obtain a RACF number from the Security Administrator.
- 3) **All fields marked in RED must be completed.**
- 4) In addition to all fields marked in **RED**, all ITPRO contractors must have: an MOU number, a company name, a billing rate and a contractor rate. (These fields will be provided by the OIR CA)

**DATE SUBMITTED:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **SUBMITTED BY:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_ - \_\_\_\_\_

**ADD: CHANGE: DELETE:**

**DESCRIPTION OF CHANGE (Describe any change, special instructions, etc.):**

**POOL (Example UA59):** \_\_\_\_\_

**EFFECTIVE DATE:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **COST CENTER (Example 125, 127, etc.):** \_\_\_\_\_

**POSITION TITLE (Person's job title):** \_\_\_\_\_

**RACF KEY:** \_\_\_\_\_ **RATE:** \$ \_\_\_\_\_ **BILLING RATE** \$ \_\_\_\_\_ **CONTRACTOR RATE**  
**MOU #** \_\_\_\_\_

**STANDARD WORK WEEK** 37.5 ☐ 40.0 ☐

**COMPANY NAME**  
**(Contract company name):** \_\_\_\_\_

**SUPERVISOR:** \_\_\_\_\_

**Backup to Supervisor 1:** \_\_\_\_\_

**Backup to Supervisor 2:** \_\_\_\_\_

**MULTITRAK CAPABILITIES:**

**Please check the appropriate capability:**

- ☐ AGENCY CONTRACTORS – who will only enter time.
- ☐ AGENCY CONTRACTORS – who will enter time, RFS's, but cannot approve RFS's
- ☐ AGENCY CONTRACTOR RESOURCE — Contractor assigned to an agency, whose time is entered by a timekeeper.

**Acceptable Use Policy  
Network Access Rights and Obligations  
User Agreement Acknowledgement**

**The policy and form follow this page.**



STATE OF TENNESSEE

**Acceptable Use Policy  
Network Access Rights and Obligations**

**Purpose:**

To establish guidelines for State-owned hardware and software, computer network access and usage, Internet and email usage, telephony, and security and privacy for users of the State of Tennessee Wide Area Network.

**Reference:**

*Tennessee Code Annotated, Section 4-3-5501, et seq.*, effective May 10, 1994.

*Tennessee Code Annotated, Section 10-7-512*, effective July 1, 2000.

*Tennessee Code Annotated, Section 10-7-504*, effective July 1, 2001.

*State of Tennessee Security Policies.*

**Objectives:**

- Ensure the protection of proprietary, personal, privileged, or otherwise sensitive data and resources that may be processed in any manner by the State, or any agent for the State.
- Provide uninterrupted network resources to users.
- Ensure proper usage of networked information, programs and facilities offered by the State of Tennessee networks.
- Maintain security of and access to networked data and resources on an authorized basis.
- Secure email from unauthorized access.
- Protect the confidentiality and integrity of files and programs from unauthorized users.
- Inform users there is no expectation of privacy in their use of State-owned hardware, software, or computer network access and usage.
- Provide Internet and email access to the users of the State of Tennessee networks.

**Scope:**

This Acceptable Use Policy applies to all individuals who have been provided access rights to the State of Tennessee networks, State provided email, and/or Internet via agency issued network or system User ID's. The scope does not include State phone systems, fax machines, copiers, State issued cell phones or pagers unless those services are delivered over the State's IP network.

**Use and Prohibitions:**

**A. Network Resources**

State employees, vendors/business partners/subrecipients, local governments, and other governmental agencies may be authorized to access state network resources to perform business functions with or on behalf of the State. Users must be acting within the scope of their employment or contractual relationship with the State and must agree to abide by the terms of this agreement as evidenced by his/her signature. It is recognized that there may be incidental personal use of State Network Resources. This practice is not encouraged and employees should be aware that all usage may be monitored and that there is no right to privacy. Various transactions resulting from network usage are the property of the state and are thus subject to open records laws.

### Prohibitions

- Sending or sharing with unauthorized persons any information that is confidential by law, rule or regulation.
- Installing software that has not been authorized by the Office for Information Resources of the Department of Finance and Administration.
- Attaching processing devices that have not been authorized by the Office for Information Resources of the Department of Finance and Administration.
- Using network resources to play or download games, music or videos that are not in support of business functions.
- Leaving workstation unattended without engaging password protection for the keyboard or workstation.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using network resources in support of unlawful activities as defined by federal, state, and local law.
- Utilizing network resources for activities that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.

### B. Email

Email and calendar functions are provided to expedite and improve communications among network users.

### Prohibitions

- Sending unsolicited junk email or chain letters (e.g. "spam") to any users of the network.
- Sending any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs.
- Sending copyrighted materials via email that is either not within the fair use guidelines or without prior permission from the author or publisher.
- Sending or receiving communications that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.
- Sending confidential material to an unauthorized recipient, or sending confidential e-mail without the proper security standards (including encryption if necessary) being met.

Email created, sent or received in conjunction with the transaction of official business are public records in accordance with T.C.A 10-7-301 through 10-7-308, and the rules of the Public Records Commission. A public record is defined as follows:

*"Public record(s)" or "state record(s)" means all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings or other material, regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. (T.C.A. 10-7-301 (6)).*

State records are open to public inspection unless they are protected by State or Federal law, rule, or regulation. Because a court could interpret state records to include draft letters, working drafts of reports, and what are intended to be casual comments, be aware that anything sent as electronic mail could be made available to the public.

### C. Internet access

Internet access is provided to network users to assist them in performing the duties and responsibilities associated with their positions.



## Prohibitions

- Using the Internet to access non-State provided web email services.
- Using Instant Messaging or Internet Relay Chat (IRC).
- Using the Internet for broadcast audio for non-business use.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using the Internet when it violates any federal, state or local law.

## Statement of Consequences

Noncompliance with this policy may constitute a legal risk to the State of Tennessee, an organizational risk to the State of Tennessee in terms of potential harm to employees or citizen security, or a security risk to the State of Tennessee's Network Operations and the user community, and/or a potential personal liability. The presence of unauthorized data in the State network could lead to liability on the part of the State as well as the individuals responsible for obtaining it.

## Statement of Enforcement

Noncompliance with this policy may result in the following immediate actions.

1. Written notification will be sent to the Agency Head and to designated points of contact in the User Agency's Human Resources and Information Technology Resource Offices to identify the user and the nature of the noncompliance as "cause". In the case of a vendor, subrecipient, or contractor, the contract administrator will be notified.
2. User access may be terminated immediately by the Systems Administrator, and the user may be subject to subsequent review and action as determined by the agency, department, board, or commission leadership, or contract administrator.



**STATE OF TENNESSEE**  
**Acceptable Use Policy**  
**Network Access Rights and Obligations**  
**User Agreement Acknowledgement**

As a user of State of Tennessee data and resources, I agree to abide by the Acceptable Use Network Access Rights and Obligations Policy and the following promises and guidelines as they relate to the policy established:

1. I will protect State confidential data, facilities and systems against unauthorized disclosure and/or use.
2. I will maintain all computer access codes in the strictest of confidence; immediately change them if I suspect their secrecy has been compromised, and will report activity that is contrary to the provisions of this agreement to my supervisor or a State-authorized Security Administrator.
3. I will be accountable for all transactions performed using my computer access codes.
4. I will not disclose any confidential information other than to persons authorized to access such information as identified by my section supervisor.
5. I agree to report to the Office for Information Resources (OIR) any suspicious network activity or security breach.

**Privacy Expectations**

The State of Tennessee actively monitors network services and resources, including, but not limited to, real time monitoring. Users should have no expectation of privacy. These communications are considered to be State property and may be examined by management for any reason including, but not limited to, security and/or employee conduct.

I acknowledge that I must adhere to this policy as a condition for receiving access to State of Tennessee data and resources.

I acknowledge that I have read the Computer Crimes Act and the State of Tennessee Security Policy 4.00 Access. I understand the willful violation or disregard of any of these guidelines, statute or policies may result in my loss of access and disciplinary action, up to and including termination of my employment, termination of my business relationship with the State of Tennessee, and any other appropriate legal action, including possible prosecution under the provisions of the Computer Crimes Act as cited at TCA 39-14-601 et seq., and other applicable laws.

I have read and agree to comply with the policy set forth herein.

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Last 4 digits of Social Security Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ITPRO.OL TECHNICAL REQUIREMENTS**

Note that the following reflects the current technical requirements and is subject to change:

### **Minimum System Recommendations**

ITPRO.OL can be accessed from any desktop system with a web browser and Internet access. The minimum system recommendations are provided to help the ITPRO.OL user derive the maximum benefits of the application functions.

### **Web Browser**

Netscape 4.6 or greater  
Microsoft Internet Explorer 5.5 or greater

### **Java/JavaScript**

Java and JavaScript must be enabled for the browser. This is generally located under options or preferences on the browser's menu bar.

Netscape – From the menu bar choose Options, Network Preferences; choose the Languages tab in the Preferences window; be sure Enable Java and Enable JavaScript are checked.

Internet Explorer – From the menu bar choose Tools, Internet Options; choose the Advanced tab; scroll down to Microsoft VM; be sure JIT compiler for virtual machine enabled is checked.

### **Monitor Resolution**

800 x 600

A lower resolution will work. The recommended resolution should eliminate the horizontal scroll bars.

### **Word Processing Software**

Any State-standard word processing software that can read .doc files should work. Word or WordPad is recommended. This is the software that will be used to view resumes and references.

### **Internet Email Address**

An Internet email address is necessary for sending and receiving notifications created by the application.

### **Printer**

A printer is necessary to print SOWs, MOUs, or any special messages.

## Tennessee Information Resources Architecture

This is a placeholder for the *Tennessee Information Resources Architecture*, which will be inserted at contract execution.

## PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

*The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive, president, vice-president, or partner, this document shall attach evidence showing the individual's authority to bind the proposing entity.*

**PROPOSER LEGAL ENTITY  
NAME:**

**PROPOSER FEDERAL EMPLOYER IDENTIFICATION  
NUMBER:**  
(or Social Security Number)

**The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:**

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
  - a) the laws of the State of Tennessee;
  - b) Title VI of the federal Civil Rights Act of 1964;
  - c) Title IX of the federal Education Amendments Act of 1972;
  - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
  - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
  - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
  - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

**PRINTED NAME:**

**DATE:**

**SIGNATURE &  
TITLE:**

Signature

Title

### TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A

<b>PROPOSER NAME:</b>			
<b>RFP COORDINATOR NAME:</b>		<b>DATE:</b>	
<b>RFP COORDINATOR SIGNATURE:</b>			
<b>SECTION A — MANDATORY REQUIREMENTS</b>			
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>▪ Proposal received on or before the Proposal Deadline.</li> <li>▪ Technical Proposal copies and Cost Proposal packaged separately.</li> <li>▪ Technical Proposal contains NO cost data.</li> <li>▪ Proposer did NOT submit alternate proposals.</li> <li>▪ Proposer did NOT submit multiple proposals in a different form.</li> <li>▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal.</li> </ul> <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p><b>NOTICE:</b> In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.</p>			

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<b>A.1</b> Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.  <b><i>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></b>	
	<b>A.2</b> Provide the following as documentation of financial responsibility and stability. <ul style="list-style-type: none"> <li>▪ a current, dated, written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing</li> <li>▪ two current, dated, written, positive credit references, in the form of standard business letters, from vendors with which</li> </ul>	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p>the proposer has done business or, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months</p> <ul style="list-style-type: none"> <li>▪ a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars (\$1,000,000.00)</li> </ul>	
	<p><b>A.3</b> Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><b><i>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></b></p>	

## TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

<b>PROPOSER NAME:</b>			
<b>EVALUATOR NAME:</b>		<b>DATE:</b>	
<b>EVALUATOR SIGNATURE:</b>			
<b>SECTION B — QUALIFICATIONS &amp; EXPERIENCE</b>			
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p>			

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<b>B.1</b> Describe the Proposer's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	<b>B.2</b> Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	<b>B.3</b> Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	<b>B.4</b> Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	<b>B.5</b> Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	<b>B.6</b> Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	<b>B.7</b> Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.



Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<b>B.8</b> Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	<b>B.9</b> Describe the Proposer organization's number of employees, client base, and location of offices.
	<b>B.10</b> Provide a narrative description of the proposed project team, its members, and organizational structure.
	<b>B.11</b> Provide a personnel roster and resumes of key people who shall be assigned by the Proposer as Account Manager(s) [see Contract Section A.5] to manage the services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history).
	<b>B.12</b> Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	<p><b>B.13</b> Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:</p> <ul style="list-style-type: none"> <li>▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises</li> <li>▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> <li>○ contract description and total value</li> <li>○ contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability)</li> <li>○ contractor contact and telephone number</li> </ul> </li> <li>▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> <li>○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics)</li> <li>○ descriptions of anticipated contracts</li> <li>○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated</li> </ul> </li> <li>▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability</li> </ul> <p><b><i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with</i></b></p>

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<i>enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i>
	<p><b>B.14</b> Provide customer references for similar projects representing three of the larger accounts currently serviced by the vendor.</p> <p>The references shall be provided to the State in the form of questionnaires that have been fully completed by the individual providing the reference. The State has included the reference check questionnaire to be used, as RFP Attachment 6.6.  <b>THE PROPOSER MUST USE THIS FORM, OR AN EXACT DUPLICATE THEREOF.</b></p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference check questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference check questionnaire, the Proposer shall follow the process detailed below exactly:</p> <ol style="list-style-type: none"> <li>1. Proposer makes an exact duplicate of the State's form, as it appears in RFP Attachment 6.6;</li> <li>2. Proposer sends the copy of the form to the reference it has chosen, along with a new, standard #10 envelope;</li> <li>3. Proposer directs the person providing the reference check feedback to complete the form in its entirety, sign and date it, and seal it within the provided envelope. The person may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. After sealing the envelope, the person providing the reference <u>must sign his or her name in ink across the sealed portion of the envelope</u> and return it directly to the Proposer. The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within its sealed Technical Proposal.</li> <li>4. When the Proposer receives the sealed envelopes from the reference check providers, the Proposer <b><u>will not open</u></b> them. Instead, the Proposer will enclose all of the unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the written Technical Proposal. Therefore, when the State opens the Technical Proposal box, the State will find a clearly labeled envelope enclosed, which contains all of the sealed reference check envelopes.</li> <li>5. The State will base its reference check evaluation on the contents of these envelopes. <b><u>THE STATE WILL NOT ACCEPT LATE REFERENCES OR REFERENCES SUBMITTED THROUGH ANY OTHER CHANNEL OF SUBMISSION OR MEDIUM, WHETHER WRITTEN, ELECTRONIC, VERBAL, OR OTHERWISE.</u></b></li> </ol> <p>Each reference must include:</p> <ul style="list-style-type: none"> <li>• the Proposer's name;</li> <li>• the Reference's Organization name;</li> <li>• the Name of the person responding;</li> </ul>

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	
	<ul style="list-style-type: none"> <li>• the Title of person responding; and</li> <li>• the Date the reference form was completed.</li> </ul> <p><b><i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided.</i></b></p>	
	<p><b>B.15</b> Provide a list, if any, of all current contracts with the State of Tennessee and all those completed within the previous five-year period.</p> <p>For each listed current or complete State contract, the Proposer must provide a completed Reference questionnaire in the same manner and format as described in B.14 above.</p> <p><b><i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided. Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</i></b></p>	
<p>(Maximum Section B Score = 35)</p>		
<p><b>SCORE (for <u>all</u> Section B items above, B.1 through B.15):</b></p>		

## TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

<b>PROPOSER NAME:</b>			
<b>EVALUATOR NAME:</b>		<b>DATE:</b>	
<b>EVALUATOR SIGNATURE:</b>			
<b>SECTION C — TECHNICAL APPROACH</b>			
<p>The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:</p> <p style="text-align: center;"><i>0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent</i></p> <p>The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.</p>			

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	<b>C.1</b> Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		<b>2</b>	
	<b>C.2</b> Provide a narrative that describes how the Proposer would respond to varying staffing levels. For example, the State may not require any Contractor personnel for several weeks, and then have an immediate need for several ITPRO Contractor personnel. Describe, in some detail, how the Proposer would meet this staffing need. If your company does not have an office or employee presence in the Nashville area, describe how you would overcome this limitation. Limit your response to 1,000 words or less.		<b>3</b>	
	<b>C.3</b> Describe the Proposer's approach and methods for retaining a stable staff. Include processes you have in place for motivating your staff to perform at their maximum capability. Also, address plans you have for ensuring technical competence in a changing technological environment.		<b>2</b>	
	<b>C.4</b> For each Job Classification listed in the <i>pro forma</i> contract Section C.3.a, state the total number of individuals in each Job Classification that your company currently has either "on the bench" or assigned to projects. The Proposer's response		<b>4</b>	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	<p>shall list eighteen (18) Job Classifications, followed by a number (or "count") for each one.</p> <p><u>Do not artificially inflate this count.</u> Do not include in this count individuals that do not meet the State's Job Classification qualifications (see Contract Attachment A) or with which your company has no current, direct working relationship. For example, do not count individuals who appear on national or public job bank databases, accessible to all vendors and/or the general public.</p>			
	<p><b>C.5</b> For each Job Classification listed below, state the total number of <u>qualified</u> individuals you will be able to provide to the State as of the "Anticipated Contract Start Date" given in the RFP Section 2, Schedule of Events:</p> <ul style="list-style-type: none"> <li>a) Advanced Network Administrator</li> <li>b) Advanced Programmer Analyst (Mainframe)</li> <li>c) Advanced Unix System Programmer</li> <li>d) Business Analyst I</li> <li>e) Business Analyst II</li> <li>f) Business Analyst III</li> <li>g) Data Administration/Database Administrator</li> <li>h) Desktop Support</li> <li>i) Help Desk Representative</li> <li>j) Programmer Analyst I</li> <li>k) Programmer Analyst II</li> <li>l) Programmer Analyst III</li> <li>m) Project Manager</li> <li>n) System Administrator</li> <li>o) Systems Analyst</li> <li>p) WAN Project Manager</li> <li>q) Web Based Training (WBT) Designer</li> <li>r) Web Designer</li> </ul> <p>In other words, the response must list each of the above Job Classifications followed by a number (or "count"). The personnel that make up this count must have the following characteristics:</p> <ul style="list-style-type: none"> <li>• Available for assignment on the Anticipated Contract Start Date.</li> </ul>		4	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	<ul style="list-style-type: none"> <li>• <u>All</u> experience and qualifications required for each Job Classification, as described in Contract Attachment A.</li> <li>• Some pre-existing agreement or relationship with the Proposer to ensure, as much as can reasonably be expected, that the individual will be available for State of Tennessee assignment on the Anticipated Contract Start Date.</li> </ul> <p><u>Do not artificially inflate this count.</u> Do not include in this count individuals that are under-qualified or those that have been identified only as "possibilities." For example, do not count individuals who appear on national, public, or company job bank databases, but with whom the company has no direct relationship or knowledge of availability; or individuals who are qualified, but are currently working elsewhere and have no intention of leaving their current assignment. <u>The personnel included in the count must be qualified and ready to start on the Anticipated Contract Start Date.</u> However, it <u>is</u> acceptable to include in the count those incumbents who are already currently assigned to the State in the same Job Classifications as those requested above.</p> <p><u>Note that the above requirements are meant to solicit information for evaluation purposes and do not obligate the State to offer assignments to Contractor personnel on or following the Anticipated Contract Start Date.</u></p>			
<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>				
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div> <b>Total Raw Weighted Score</b>  <hr/> <b>maximum possible raw weighted score</b>  <i>(i.e., 5 x the sum of item weights above)</i> </div> <div style="text-align: center;"> <b>X 25</b>  <i>(maximum section score)</i> </div> <div> <b>= SCORE:</b> </div> </div>				

## ATTACHMENT 6.4

### COST PROPOSAL & SCORING GUIDE

**NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.**

<b>PROPOSER NAME:</b>	
<b>SIGNATURE &amp; DATE:</b>	

*NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company **chief executive, president, vice-president, or partner** this Cost Proposal SHALL attach evidence showing the Signatory's authority to bind the Proposer.*

### COST PROPOSAL SCHEDULE

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.


### REQUIREMENTS:

1. The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the *Pro Forma* Contract Scope of Services of the subject RFP. Pay careful attention to the Contract Scope of Services to determine the State's requirements for personnel.
2. The Proposer shall enter, in the column below labeled "Rate Per Hour," the hourly rates for Years 1 and 2 of the Contract for each Job Classification. The Proposer **must** enter a rate for both Years, 1 and 2. Failure to do so shall render the Proposal nonresponsive and the Proposal shall be rejected.
3. Proposers must not enter anything in the Factored Cost column or the Evaluation Cost Amount row; these are for State's use only.

### Cost Proposal Table – RFP # 317.03-127

#	Job Classification	Year	Rate Per Hour	Weight	Factored Cost (For State's Use only)
1	Advanced Network Administrator	Yr. 1		10	
		Yr. 2		10	
2	Advanced Programmer Analyst (Mainframe)	Yr. 1		5	
		Yr. 2		5	
3	Advanced UNIX System Programmer	Yr. 1		4	
		Yr. 2		4	
4	Business Analyst I	Yr. 1		15	
		Yr. 2		15	
5	Business Analyst II	Yr. 1		30	
		Yr. 2		30	
6	Business Analyst III	Yr. 1		30	
		Yr. 2		30	

**NOTE: Additional Job Classifications on next page.**

#	Job Classification	Year	Rate Per Hour	Weight	Factored Cost (For State's Use only)
7	Data Administrator/Database Administrator	Yr. 1		10	
		Yr. 2		10	
8	Desktop Support	Yr. 1		10	
		Yr. 2		10	
9	Help Desk Representative	Yr. 1		5	
		Yr. 2		5	
10	Programmer Analyst I (Desktop & Distributed Technologies)	Yr. 1		15	
		Yr. 2		15	
11	Programmer Analyst II (Desktop & Distributed Technologies)	Yr. 1		30	
		Yr. 2		30	
12	Programmer Analyst III (Distributed Technologies)	Yr. 1		30	
		Yr. 2		30	
13	Project Manager	Yr. 1		15	
		Yr. 2		15	
14	System Administrator	Yr. 1		5	
		Yr. 2		5	
15	Systems Analyst	Yr. 1		10	
		Yr. 2		10	
16	WAN Project Manager	Yr. 1		2	
		Yr. 2		2	
17	Web Based Training (WBT) Designer	Yr. 1		5	
		Yr. 2		5	
18	Web Designer	Yr. 1		10	
		Yr. 2		10	
The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.					
Evaluation Cost Amount: (sum of all factored cost amounts above)					
Lowest Evaluation Cost Amount from <u>all</u> Proposals  Evaluation Cost Amount being evaluated				X 40 (maximum section score)	= SCORE:



# ATTACHMENT 6.5

## PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator	Date					
<b>QUALIFICATIONS &amp; EXPERIENCE</b> Maximum Points: 35	<b>PROPOSER NAME</b>		<b>PROPOSER NAME</b>		<b>PROPOSER NAME</b>	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>TECHNICAL APPROACH</b> Maximum Points: 25						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>COST PROPOSAL</b> Maximum Points: 40	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>PROPOSAL SCORE</b> Maximum Points: 100	<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>	

**STATE OF TENNESSEE  
ITPRO RFP  
317.03-127  
REFERENCE INFORMATION QUESTIONNAIRE**

Proposer's Name: \_\_\_\_\_

Reference (Client Organization) Name:

\_\_\_\_\_

Person Responding To This  
Request for Reference Information:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature **(MUST BE THE SAME AS THE SIGNATURE  
ACROSS THE ENVELOPE SEAL)**

Person's Title: \_\_\_\_\_

Date Reference Form Was Completed: \_\_\_\_\_

NOTE: Reference should complete responses to the ten (10) items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

1. During what timeframe was your organization contracted with the Proposer?

*[Enter Response]*

2. Did the Proposer provide staff augmentation (that is, Contractor personnel) for your organization? If not, describe the product or service the Proposer did provide.

*[Enter Response]*

3. What was the maximum number of contractors that the Proposer had on site with your company at any one time?

*[Enter Response]*

4. What was the minimum number of contractors that the Proposer had on site with your company at any one time?

*[Enter Response]*

5. Was the service level received from the Proposer equal at both staffing levels?

*[Enter Response]*

6. Did the Proposer provide staff in sufficient quantities and during the time frames needed to meet your expectations? If the answer is “No,” please explain.

*[Enter Response]*

7. Rate your level of satisfaction with the contractor personnel provided by the Proposer. Use a scale of 1 to 5, with 1 being “least satisfied” and 5 being “most satisfied.” Please explain your response.

*[Enter Response]*

8. Are you satisfied with the quality of the resumes submitted? Did the candidates submitted consistently meet or exceed your requirements? If selected, were the candidates available to work for your organization? If the answer to any of these questions is “No,” please explain.

*[Enter Response]*

9. Please indicate your level of satisfaction with the Proposer (Contractor Account Manager[s]) that you worked with to fill your staffing needs? Use a scale of 1 to 5: with 1 being “least satisfied,” and 5 being “most satisfied.” Please explain your response.

*[Enter Response]*

10. Given the opportunity, would you use the Proposer's services again?

*[Enter Response]*